

1 **Karen Orehoski**, WSBA #35855

1 karen@go-trial.com

2 **Joseph A. Grube**, WSBA# 26476

2 joe@go-trial.com

3 Grube Orehoski, PLLC

4 1200 Fifth Avenue, Suite 1711

5 Seattle, WA 98101

5 Tel: 206.770.7606

5 Fax: 206.770.7607

6 *Attorneys for Creditor PACCAR Financial, Inc.*

HON. WHITMAN L. HOLT

CHAPTER 13

9 IN THE UNITED STATES BANKRUPTCY COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 IN RE:

12 JOSHUA BAHR,

13 Debtor.

14 NO. 22-00357-WLH13

15 **PACCAR FINANCIAL CORP.'S
16 OBJECTION TO MODIFICATION
17 OF CHAPTER 13 PLAN**

18 PACCAR Financial Corp. (“PACCAR”) hereby submits this objection to the proposed
19 modification of debtor’s previously confirmed Chapter 13 Plan (Dkt. No. 3) on the following
20 grounds:

21 1. PACCAR is a fully secured creditor that provided financing for debtor’s vehicle
22 (the 2007 Kenworth T680). As such, PACCAR is entitled to full payment on its claim. 11 USC
23 § 1325(a).

24 2. PACCAR has learned through debtor’s counsel that the vehicle has a broken
25 axle and will likely need to be towed from a tow yard in Nevada.

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GRUBE || OREHOSKI PLLC
1200 FIFTH AVENUE, SUITE 1711
SEATTLE, WASHINGTON 98101
(206) 770-7606 • FAX (206) 770-7607

3. The Debtor has now had use of the vehicle for approximately 21 months since confirmation of the Plan. During that time, the vehicle has surely depreciated in value significantly. As such, although PACCAR could proceed to sell the surrendered vehicle, a deficiency would likely result. However, Debtor's proposed modification does not provide for any payment to PACCAR for the deficiency. As such, it does not provide for full payment to PACCAR and is therefore not a valid plan.

4. If the resulting deficiency is deemed an unsecured claim, the proposed modified plan provides that PACCAR will receive 0% of that claim. If treated as secured, the plan is silent on how Debtor intends to pay the deficiency.

5. The Debtor has not presented evidence that there is cause to reconsider the plan.

6. The Debtor has not presented evidence that the proposed modification of the plan is made in good faith.

7. The Debtor has not presented evidence about the scope of damage to the axel and whether that damage was preventable through maintenance.

8. The Debtor has not presented evidence that the equities of the case warrant the proposed modification of the plan.

DATED this 4th day of April 2024.

GRUBE OREHOSKI, PLLC

By: /s/ Karen Orehoski
Karen Orehoski, WSBA #35855
By: /s/ Joseph A. Grube
Joseph A. Grube, WSBA #26476
Attorney for PACCAR Financial Corp

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